

**SECOND RENEWAL AGREEMENT FOR
AN AUTOMATED TRAFFIC SAFETY CAMERA SYSTEM
AND SERVICES**

THIS SECOND RENEWAL AGREEMENT FOR AN AUTOMATED TRAFFIC SAFETY CAMERA SYSTEM AND SERVICES ("Second Renewal Agreement") is made this _____ day of _____, 2014 by and between AMERICAN TRAFFIC SOLUTIONS, INC. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 W. Southern Ave., Tempe, Arizona 85282, County of Maricopa, State of Arizona, and THE CITY OF ST. LOUIS (the "City"), a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (individually a "Party" and together "the Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into an AGREEMENT FOR AN AUTOMATED TRAFFIC SAFETY CAMERA SYSTEM AND SERVICES ("Agreement") made on October 19, 2006;

WHEREAS, Section 5(b) of the Agreement allows the City, at its sole discretion, to extend the original term of the Agreement for an additional period of up to five (5) years;

WHEREAS, in 2011 the City elected to renew the Agreement for an additional three (3) year renewal period, and ATS agreed to a renewal period of three (3) years, through October 18, 2014;

WHEREAS, due to various court rulings and pending litigation the legality of said Automated Traffic Safety Camera Systems is in dispute;

WHEREAS, because of the uncertainty regarding the legality of Automated Traffic Safety Camera Systems, the City has determined that it is in the City's best interest to resolve certain legal disputes prior to issuing a new request for proposals and seeking competitive proposals for services related to Automated Traffic Safety Camera Systems.

WHEREAS, although the parties previously agreed as part of the 2011 first Renewal Agreement that the extension would be limited to three years, unforeseen difficulties stemming from the aforementioned litigation and legal disputes regarding Automated Traffic Safety Camera Systems constitute changed circumstances and make it prudent for the City to utilize the entire five-year extension option that was authorized in the original Agreement.

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NOW THEREFORE, in consideration of the foregoing recitals and mutual promises set forth below and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree to extend the original term of this agreement for an additional two (2) years pursuant to Section 5(B) of the Agreement with this Second Renewal Agreement, which renewal period shall expire on October 18, 2016, which will bring the total extension period to the five years authorized in the original Agreement.
2. During the renewal term covered by this Second Renewal Agreement the parties shall have the right and option to terminate the Agreement and/or cease or alter the Automated Traffic Safety Camera Systems, at either party's sole discretion, with 30 days written notice to the other party.
3. Pursuant to a court order entered in Tupper, et al v. City of St. Louis, et al., Cause No. 1322-CC10008, all Automated Traffic Safety Camera System fines are being deposited in an escrow account pending further order of the court. No fees shall be due or payable to ATS on such amounts unless and until a final court order is obtained that allows disbursement of the fine payments to the City. The purpose and intent of this provision is to assure and clarify that the City shall only be responsible to pay fees to ATS for those amounts actually disbursed to the City and retained by the City pursuant to a final court order.

All other terms and conditions of the Agreement not specifically amended by this Renewal Agreement are hereby unchanged shall remain in full force and effect as set forth therein.

IN WITNESS WHEREOF, the Parties have entered into this Renewal Agreement on the date last written below.

Executed by ATS on this _____ day of _____, 2014.

Executed by the City this _____ day of _____, 2014.

AMERICAN TRAFFIC SOLUTIONS, INC.



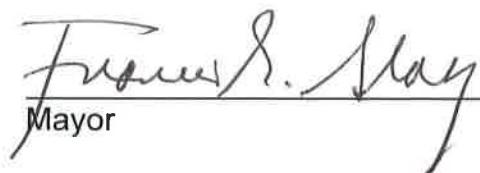
Adam E. Tutton, EVP/COO

THE CITY OF ST. LOUIS



Darlene Green

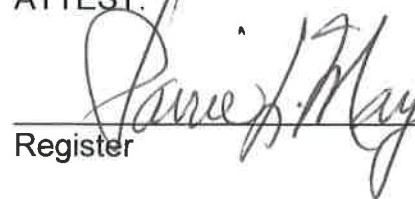
Comptroller



Francis R. May

Mayor

ATTEST:



Dave J. May

Register

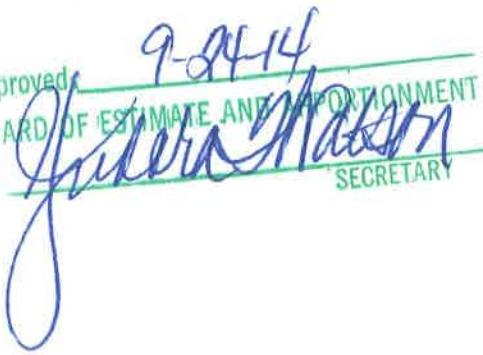
Approved as to Form



Winton G. Blount

City Counselor

APPROVED
BOARD OF ESTIMATE AND APPOINTMENT
9-24-14
Jillera M. Mason
SECRETARY



COMPTROLLER'S OFFICE
DOCUMENT NUMBER 54282

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